1936-37 File No. [redacted]

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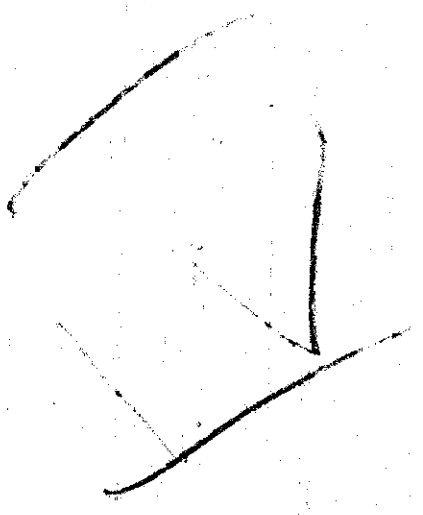
Subject:— Electric Licence

Bijapur. 1936

Assignment of —



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MEMORANDUM

AND

ARTICLES OF ASSOCIATION

OF

The Bijapur Electric Supply Co., Ltd.

PRINTED AT THE SADBHAKTI PRAKASH PRINTING PRESS, FORT, BOMBAY.

The Indian Companies' Act, 1913.
Company Limited by Shares.

MEMORANDUM OF ASSOCIATION
OF
THE BIJAPUR ELECTRIC SUPPLY CO., LIMITED.

I. The name of the Company is the Bijapur Electric Supply Company, Limited.

II. The Registered office of the Company will be situate in the Presidency of Bombay.

III. The objects for which the Company is established are the following:—

1. To acquire and take over as a going concern the undertaking and all or any of the assets and liabilities of the "Bijapur Electric Supply" conducted and owned by Mr. Abdulkayum Gulamali Bohari at Thal Bavdi, Bijapur and with a view thereto enter into agreement referred to in clause 4 of the Company's Articles of Association and to carry the same into effect with or without modification.

2. To acquire and take over from Mr. Abdulkayum Gulamali Bohari the license known as the "Bijapur Electric License 1926" granted to the said Mr. Abdulkayum Gulamali Bahari (carrying business under the name and style of "Bijapur Electric Supply" at Thal Bavdi Bijapur) by the Government of Bombay and published in the Bombay Government Gazette on the.....23rd September 1926..... and to work the license and for that purpose, to enter into, carry into effect, all agreements, deeds, guarantees, and assurances such may be necessary or power.

3. To carry on the business of electric engineers and contractors, suppliers of electricity, manufacturers of and dealers in electric, magnetic, galvanised and other apparatus, Mechanical Engineers, suppliers of electric light, heat, sound and power and to acquire any inventions etc., and to construct Railways and Tramways and work the same by steam, gas, oil, electricity or other power.

4. To carry on in any part of India and Burmah or elsewhere the business of Electricity supplying Co. in all its branches and in particular to construct, lay down, establish, fix and carry out all necessary cables, wires, lines, accumulators, lamps and works and to generate, accumulate, distribute and supply electricity and light and power to cities, towns, streets, docks, markets, theatres, buildings and places both public and private.

5. To carry on the business of electricians, mechanical Engineers, suppliers of electricity for the purposes of light, heat, motive power, or otherwise and manufacturers of and dealers in all apparatus and things required for, or capable of being used in connection with the generation, distribution, supply, accumulation and employment of electricity.

6. To manufacture, import, export, deal in whole or retail any radio graphs, phono-graphs, dicta phones, television sets and all sorts of electrical wireless sets, instruments and articles.

7. To act as Agents, Managing Agents, or Manager, Secretaries and Treasurers of Companies, and to do and perform all and singular and several duties, services and offices which the Agents, Managing Agents, or Managers, Secretaries and Treasurers of Companies usually do and perform, and to undertake and become bound by the conditions of any agreements constituting any such agency.

8. To act as consulting Engineers, producers, suppliers and distributors of electric energy and motive force.

9. To generate, develop, purchase in bulk, and accumulate electric power within the area or areas of supply and at places which may be deemed convenient or necessary and to transmit, distribute, and supply such power through out such area or areas and generally to generate, develop and accumulate electric power for such purposes.

10. To carry on business as capitalists, concessionaries, commercial or financial agents, and merchants generally.

11. To carry on any other business which may seem to the Company capable of being conveniently carried on in connection with the above or calculated directly or indirectly to enhance the value or render profitable any of the Company's property or rights.

12. To acquire and deal with the property following:—

(a) The business property and liabilities of any Company, Firm or person carrying on any business within the objects of this Company.

(b) Lands, buildings, easements or other interests in real estate.

(c) Plant, Machinery, personal estate and effects.

(d) Patents, patent rights or inventions, designs, trade marks or secret processes.

(e) Shares or stock or securities in or of any Company or undertakings, the acquisition of which may promote or advance the interests of this Company.

13. To carry on any business which can be profitably carried on by means of the application of electricity or electric machines of any kind.

14. To perform or to do all or any of the following operations, acts or things.

(a) To pay all the costs, charges and expenses of the promotion, formation, registration and establishment of the Company and the issue of its capital including any underwriting or other commission, or brokerage.

(b) To sell, let, dispose off or grant rights over, all or any property of the Company.

(c) To erect buildings, plant and machinery for the purposes of the Company.

(d) To grant licenses, to use patents or secret processes of the Company.

(e) To manufacture plant, machinery, tools, goods or things for any of the purposes of the business of the Company.

(f) To draw, accept and negotiate bills of exchange, promissory notes and other negotiable instruments and to open and operate upon banking accounts.

(g) To borrow money or receive money or deposit either without security or secured by debentures, debenture stock (perpetual or terminable), mortgage or other security charged or the undertaking or on all or any of the assets of the Company including uncalled capital and to pay underwriting or other commissions and brokerage to person or persons for services rendered in this connection.

(h) To lend money, with or without security, and to invest money of the Company in such manner other than in the shares of this Company as the Directors think fit.

(i) To guarantee the payment of money by any person or body whether incorporated or not.

(j) To enter into arrangements for joint working in business or for sharing of profits, or for amalgamation, with any other Company, Firm or person carrying on business within the objects of the Company.

(k) To promote Companies.

(l) To sell the undertaking and all or any of the property of the Company for cash or for stocks, shares or securities of any other Company or for other consideration.

(m) To provide for the welfare of the persons employed or formerly employed by the Company or any predecessors in business of the Company and the wives, widows and families of such persons by grants of money or other aid or otherwise as the Company shall think fit.

(n) To subscribe to or otherwise aid benevolent, charitable, national or other institutions or objects of a public character or which have any moral or other claims to support or aid by the Company by reason of the locality of its operations or otherwise.

(o) To distribute in specie assets of the Company properly distributable amongst the members.

(p) To establish Local Board in India and elsewhere and to regulate and discontinue the same.

(q) To convert the Company into a Public Limited Company Limited by shares by Special Resolution of Shareholders.

(r) To open current or fixed account with any bank or bankers, shroffs or merchants and to pay into and draw money from such accounts.

15. To do all or any of the things hereinbefore authorised either alone, or in conjunction with all as factors, trustees or agents for others or by or through factors, trustees or agents.

16. To do all such other things as are incidental or conducive to the attainment of the above objects or any of them.

And it is hereby declared that the interpretation of this clause, the meaning of the Company's objects shall not be restricted by a reference to any other object or by the juxtaposition of two or more objects and that in the event of any ambiguity, the clause shall be considered in such a way as to widen and not to restrict the powers of the Company.

IV. The liability of the members shall not exceed the amount if any, unpaid on the shares for which they or their estates are liable.

V. The capital is Rs. 2,00,000/- divided into 150 ordinary shares of Rs. 1,000/- each and 50 preference shares of Rs. 1,000/- each. The holders of the preference shares shall be entitled, out of the profits of the Company declared by the Directors to be available for distribution in dividends, to a fixed cumulative preferential dividend at the rate of 6% per annum on the capital for the time being paid thereon; and the said preference shares shall

also be entitled on the winding up of the Company to a return of the paid up amount thereof in priority to the ordinary shares.

The capital is subject to alteration in accordance with the provisions of law and of the Articles of Association of the Company.

VI. Mr. Abdulkayum Gulamali Bohari is hereby appointed permanent Managing Director of the Company and his remunerations shall be Rs. 150/- per month or a commission of 20% of the net profits made by the Company before charging such commission, whichever is greater and in addition the free supply of electrical energy to his private residence with power to supply electrical energy to any place of worship such as temples or mosques free of cost or on any charge at his descretion, and that he shall have power to maintain a motor car or other conveyance to enable him to carry on his work of management at a monthly cost of Rs. 60/-. It is hereby expressly provided and declared that in consideration of the services rendered by him in promoting this Company and for the establishment and general supervision of the same, the appointment of Mr. Abdulkayum Gulamali Bohari to the office of the Managing Director shall not be liable to be revoked or cancelled save and except his being found guilty of fraud or gross negligence in the management and discharge of his duties as Managing Director of the Company. It is hereby also expressly provided that the right of transferring his permanent managing directorship is reserved to Mr. Abdulkayum Gulamali Bohari on the said transferrance, to a capable person, being approved by the Directors of the Company.

We the several persons whose names and addresses are subscribed are desirous of being formed into a Company, in pursuance of this Momorandum of Association and respectively agree to take the number of shares in the capital of the Company set opposite our respective names.

Names, addresses and description Subscription.	No. of shares taken by each.	Name & address of Witnesses.
Abdulkayum Gulamali Bohari, Contractor, Bijapur.	20 Ordinary and 5 Preference	G. S. Abhyankar, 14, Humam Street, Fort, Bombay.
Inayatalli Esmailji. Merchant, Laheri Building, Bombay, No. 3.	20 Ordinary and 5 Preference	Alihusein Esmailji, Abdul Rahman Street, Bombay.

Dated this 19th day of May 1936.

The Indian Companies' Act, 1913.
Company Limited by Shares.

ARTICLES OF ASSOCIATION

OF

THE BIJAPUR ELECTRIC SUPPLY CO., LIMITED.

1. **Table A not to apply:**—The regulations contained in table A in the first schedule to the Indian Companies' Act, 1913, shall not apply to the Company, but instead thereof the following shall be the regulations of the Company.

2. **Interpretation clauses:**—The marginal notes hereto shall not affect the construction hereof. In these presents, unless there be something in the subject or context inconsistent therewith :—

Company:—"The Company" means the above named Company.

Office:—"The Office" means the registered office for the time being of the Company.

The said Act:—"The said Act" means the Indian Companies' Act VII of 1913 amended up-to-date for the time being.

These presents:—"These presents" mean and include these "Articles of Association" as originally framed or as altered from time to time by special resolution.

Special Resolution:—"Special Resolution" means a special resolution of the Company passed in accordance with Section 81 Sub-Section (2) of the Indian Companies' Act, 1913 or other Legislative provisions for the time being in force in this behalf.

Capital:—"Capital" means the capital for the time being raised or authorised to be raised for the purposes of the Company.

Shares:—"Shares" means the shares into which the capital is divided and the interest corresponding with such shares.

Share holders or members:—"Share holders" or "Members" means the only registered holders for the time being of the shares of the Company.

Register of members:—"The register of members" means the register of share holders or members to be kept pursuant to the Indian Companies' Act 1913 or other Act or Acts in force in this behalf.

Executor or Administrator:—"Executor" or "Administrator" means a person who has obtained probate or letters of administration, as the case may be, from some competent Court in British India or a Native State and shall include one who is legally entitled to negotiate or transfer the share or shares of the deceased member.

Auditors:—"Auditors" means those officers for the time being of the Company.

Meeting:—"Meeting" means a meeting of the share holders.

Ordinary General Meeting:—"Ordinary General Meeting" means an ordinary general meeting of the share holders of the Company duly called and constituted and any adjourned holding thereof.

Extra-ordinary General Meeting:—"Extra-ordinary General Meeting" means an extra-ordinary general meeting of the share holders of the Company duly called and constituted and any adjourned holding thereof.

Persons:—"Persons" means corporation as well as individuals.

Seal:—"Seal" means the common seal for the time being of the Company.

Dividend:—"Dividend" includes bonus.

Month:—"Month" means calendar month.

In Writing or Written:—"In Writing" or "Written" mean and include words printed, lithographed, represented or reproduced in any mode in a visible form.

Directors:—"Directors" means the Directors for the time being of the Company or as the case may be, the directors assembled at a Board.

Board:—"Board" means a meeting of the directors duly called and constituted or as the case may be, the directors assembled at a Board.

Singular Number:—Words importing singular number also include the plural number.

Plural Number:—Words importing plural number also include the singular number, unless the contrary intention appears from the context.

Gender:—Words importing the masculine gender also include the feminine gender.

The Company to be a Private Company:—The Company is a Private Company, and accordingly:—

3. (a) No invitation shall be issued to the public to subscribe for any shares, debentures or debenture stock of the Company.

(b) The number of members for the time being of the Company (exclusive of persons in the employment of the Company) is not to exceed 50 but where two or more persons hold one or more shares in the Company jointly, they shall for the purposes of this paragraph, be treated as a single member.

(c) The right to transfer the shares of the Company shall be restricted in manner and to extent hereinafter provided.

4. **Agreement:**—The Company shall forthwith enter into an agreement with Mr. Abdulkayum Gulamali Bohari, in terms of the draft a copy whereof has for the purpose of indentification been subscribed by the said Abdulkayum Gulamali Bohari and the Directors shall carry the said agreement into effect, with full power, nevertheless, from time to time to agree to any modification of the terms of such agreement, either before or after the execution thereof.

5. **Capital:**—The initial capital of the Company is Rs. 2,00,000/- divided into 150 ordinary shares of Rs.1,000/-each and 50 preference shares of Rs. 1000 each. The holders of the Preference shares shall be entitled out of the profits of the Company declared by the Directors, to be available for distribution in dividends, to a fixed cumulative preferential dividend at the rate of 6% per annum, on the Capital for the time being paid thereon, and the said preference shares shall also be entitled on the winding up of the Company to a return of the paid up amount thereof, in priority to ordinary shares. The Capital is subject to alteration in accordance with the provisions of law.

6. **Companies' shares not to be purchased:**—None of the funds of the Company shall be employed in the purchases of or lent on, shares of the Company.

7. **Allotment of shares:**—Subject as aforesaid, the shares shall be under the control of the directors who may allot or otherwise dispose of the same as fully or in part paid up to such persons, on such terms and conditions, and either at premium or at par and at such times as the directors think fit, and with full power to give to any persons the call of any shares either at par or at a premium, and for such time and for such consideration at the directors think fit.

8. **Instalment on shares to be duly paid:**—If, by the conditions of allotment of any shares the whole or the part of the amount or issue price thereof shall be payable by instalments,

every such instalment shall, when due, be paid to the Company by the person who for the time being and from time to time shall be the registered holder of shares or his legal personal representative.

9. **Commission for placing shares:**—The Company may at any time pay a commission to any person for subscribing or agreeing to subscribe (whether absolutely or conditionally) for any shares, debentures or debenture stock of the Company, or procuring or agreeing to procure subscriptions (whether absolute or conditional) for any shares, debentures or debenture stock of the Company but so that if the commission in respect of shares, debentures or debentue or debenture stock shall be paid or payable out of capital, the statutory condition and requirements shall be observed and complied with; and the amount or rate of commission shall not exceed 5% on the shares, debenture or debenture stock in each case subscribed or to be subscribed. The commission may be paid or satisfied in cash or in shares, debentures or debenture stock of the Company.

10. **Shares may be issued subject to different conditions as to calls, etc:**—The Company may make arrangements on the issue of shares for a difference between the holder of such shares in the amount of calls to be paid and the time of payment of such calls.

11. **Liability of joint holders of shares:**—The joint holders of a share, shall be severally as well as jointly liable for the payment of all instalments and calls due in respect of such share.

12. **Trusts not recognised:**—Save as herein otherwise provided, the Company shall be entitled to treat the registered holder of any share as the absolute owner thereof, and accordingly shall not, except as ordered by a Court of competent jurisdiction, or as by statute required be bound to recognise any equitable or other claim to or interest in such share on the part of any other person.

13. **Notice of change of name or address or of marriage of members:**—No member who shall change his name or address, or who, being a female, shall marry, or the husband of any such last-mentioned member, respectively, shall be entitled to recover any dividend or to vote until notice of change of name or address or of marriage be given to the Company in order that the same be registered.

CERTIFICATES.

14. **Certificates:**—The certificates of title to shares shall be issued under the seal of the Company, and shall bear the signature of one director and countersigned by such officer of the Company as shall from time to time be authorised by the directors for the purpose, notwithstanding anything contained in Section 108 of the Indian Companies' Act, 1913, the Company shall have 12 months' time from the date of allotment to complete and have ready for delivery the certificates of shares.

15. **Members' right to:**—Every member shall be entitled to one certificate for all the shares registered in his name. Every certificate of shares shall specify the number and ; denoting numbers of the shares in respect of which it is issued and the amount paid up thereon. For any further certificate the directors shall be entitled but shall not be bound to prescribe a charge not exceeding one Rupee.

16. **As to issue of new certificate in place of one defaced, lost or destroyed:**—If any certificate be worn out, defaced, destroyed or lost or if there is no further space on the back thereof for endorsements of transfer, it may be renewed or replaced on payment of such sum not exceeding one Rupee as the directors may from time to time prescribe. Provided however, that such new certificate shall not be granted except upon delivering up of the worn out or defaced or used-up certificate for the purpose of cancellation or upon proof of destruction or loss to the satisfaction of the directors and on such indemnity as the directors deem adequate in the case of the certificate having been destroyed or lost. Any renewed certificate may be marked as such.

17. **To which of joint holders certificate to be issued:**—The certificate of shares registered in the names of two or more persons shall, unless otherwise directed by them, be delivered to the person first named on the register.

CALLS.

18. **Calls:**—The directors may, from time to time, make such calls as they think fit upon the members in respect of all moneys unpaid on the shares held by them respectively and not by the conditions of allotment thereof made payable at fixed times, and each member shall pay the amount of every call so made on him to the persons and at the times and places appointed by the directors. A call may be made payable by instalment. A call shall be deemed to have been made at the time when the resolution of the directors authorising to such call was passed.

19. **Notice of Call:**—Seven days' notice of any call shall be given specifying the time and place of payment, and to whom such call shall be paid.

20. **When interest on call or instalment payable:**—If the sum payable in respect of any call or instalment be not paid on or before the day appointed for payment thereof, for the time being of the share in respect of which the call shall have been made, or the instalment shall be due, shall pay interest for the same at the rate of Rs. 9/- % per annum from the day appointed for the payment thereof to the time of the actual payment or at such other rate as the directors may determine.

21. **Sums payable at fixed times to be treated as calls:**—The provisions of these Articles as to payment of interest shall apply in the case of non-payment of any sum, which, by the terms of the issue of a share, becomes payable at a fixed time, whether on account of the amount of the share or by way of premium, as if the same had become payable by virtue of a call duly made and notified.

22. **Evidence in action for a call:**—On the trial or hearing of any action for the recovery of any money due for any call, it shall be sufficient to prove that the name of the member sued is entered in the register as the holder, or one of the holders of the shares in respect of which such debt accrued; that the resolution making the call is duly recorded in the Minute Book and that notice of such call was duly given to the member sued in pursuance of these presents and it shall not be necessary to prove the appointment of the Director who made such call nor any other methods whatsoever but the proof of matter aforesaid shall be conclusive evidence of the debt.

23. **Partial payment not to preclude forfeiture:**—Neither the receipt by the Company of a portion of any money which shall from time to time be due from any member to the Company in respect of his shares either by way of principal or interest, nor any indulgence granted by the Company in respect of the payment of any such money, shall preclude the Company from the after proceeding to enforce a forfeiture of such shares as hereinafter provided.

24. **Payments of calls in advance:**—The Directors may, if they think fit, receive from any member willing to advance the same and either in money or money's worth all or any part of the sum due upon the shares held by him beyond the sums actually called for; and upon the amounts so paid or satisfied in advance or so much thereof as from time to time exceeds the amount of the calls then made upon the shares in respect of which such advance has been made, the Company may pay interest at such rate as the member paying such sum in advance and the Directors agree upon; or the Directors may agree with such member that the member may participate in profits upon the amount so paid or satisfied in advance.

FORFEITURE AND LIEN.

25. **Call or instalment not paid, notice may be given:**—If any member fails to pay any call or instalment or any money on or before the day appointed for the payment of the same, the directors, may, at any time thereafter, during such time as the call or instalment remains

unpaid, serve a notice on such member requiring him to pay the same, together with any interest that may have accrued, and all expenses that may have been incurred by the Company by reason of such non-payment.

26. **Form of Notice:**—The notice shall name a day and a place or places on or before and at which such call or instalment and such interest and expenses as aforesaid are to be paid. The notice shall also state that in the event of non-payment at or before the time and at the place appointed, the shares in respect of which the call was made or instalment is payable will be liable to be forfeited.

27. **If notice not complied with, shares may be forfeited:**—If the requisitions of any such notice as aforesaid are not complied with, any shares in respect of which such notice has been given, may at any time thereafter before payment of all calls or instalment, interest and expenses, due in respect thereof, be forfeited by a resolution of the directors to that effect. Such forfeiture shall include all dividends declared in respect of the forfeited shares, and not actually paid before the forfeiture.

28. **Forfeited share to become property of the Company:**—Any share so forfeited shall be deemed to be the property of the Company, and the directors may sell, reallot, or otherwise dispose of the same in such manner as they think fit.

29. **Power to annul forfeiture:**—The directors may, at any time before any shares so forfeited shall have been sold, reallotted or otherwise disposed of, annul the forfeiture thereof, upon such conditions as they think fit.

30. **Arrears to be paid notwithstanding forfeiture:**—Any member whose shares shall have been forfeited shall, notwithstanding, be liable to pay, and shall forthwith pay to the Company, all calls, instalments, interest and expenses, owing upon or in respect of such shares at the time of forfeiture together with the interest thereon, from the time of forfeiture until payment, at the rate of 9% per annum, and the directors may enforce the payment of such money or any part thereof if they think fit, but there shall not be any obligation so to do.

31. **Company's lien on shares:**—The Company shall have a first and paramount lien upon all the shares registered in the name of each member (whether solely or jointly with others) and upon the proceeds of the sales thereof for his debts, liabilities, and engagements, solely or jointly with any other person, to or with the Company, whether the period for the payment, fulfilment, or discharge thereof, shall have actually arrived, or not, and no equitable interest in any shares shall be created except upon the footing and condition that clause 12 hereof is to have full effect; and such lien shall extend to all dividends from time to time declared in respect of such shares. Unless otherwise agreed, the registration of a transfer of shares shall operate as a waiver of the Company's lien, if any, on such shares. The directors may at any time declare any shares to be wholly or in part exempt from the provisions of this clause.

32. **As to enforcing Lien by sale:**—For the purpose of enforcing such lien, the directors may sell the shares subject thereto in such manner as they think fit; but no sale shall be made until such period as aforesaid shall have arrived, and until notice in writing of the intention to sell shall have been served on such member, his heirs, executors or administrators and default shall have been made by him or them in the payment, fulfilment, or discharge of such debts, liabilities or engagements for seven days after such notice.

33. **Application of proceeds of sale:**—The net proceeds of any such sale after the payment of the cost of such sale shall be applied in or towards the satisfaction of the said debts, liabilities, or engagements of such member and the residue (if any) paid to him, his heirs, executors, administrators, or assigns.

34. **Validity of sale under clauses 31 and 32:**—Upon any sale after forfeiture or for enforcing a lien in purported exercise of the powers hereinbefore given the directors may cause the purchaser's name to be entered in the register in respect of the shares sold, and the purchaser shall not be bound to see to the regularity of the proceedings or to the application of the purchase money, and after his name has been entered in the register in respect of such

share the validity of sale shall not be impeached by any person and the remedy of any person aggrieved by the sale shall be in damages only and against the Company exclusively.

35. **Application of forfeiture provisions:**—The provisions of these articles as to forfeiture shall apply in the case of non-payment of any sum which by the terms of the issue of a share becomes payable at a fixed time, whether on account of the amount of the shares, or by way of premium as if the same had been payable by virtue of a call duly made and notified.

TRANSFER & TRANSMISSION.

36. **Transfer and transmission:**—No transfer of any share shall be made or registered without the previous sanction of the Directors who may without assigning any reason decline to give any such sanction and shall so decline in the case of any transfer the registration of which will involve a contravention of clause 3 of these presents.

37. **Execution of transfer, etc.:**—The instrument of transfer of any share shall be signed both by the transferer and transferee and the transferer shall be deemed to remain the holder of such share until the name of the transferee is entered in the register in respect thereof.

38. **Form of transfer:**—The instrument of transfer of any share shall be in writing in the usual common form or in the following form or as near thereto as circumstances will admit:—

I,.....of... .....in consideration of the sum of Rs..... paid to me by.....of.....hereinafter called "The transferee do hereby transfer to the transferee the.....shares, numbered..... to.....inclusive in the undertaking called the Bijapur Electric Supply Co., Ltd., to hold unto the said transferee, his executors, administrators and assigns, subject to the several conditions on which I held the same immediately before the execution hereof; and I the said transferee do hereby agree to take the said share or shares subject to the conditions aforesaid. As witness our hands the.....day of..... witness to the signature of etc.

39. Save as hereby otherwise provided, no share shall be transferred to any person who is not a member of the Company so long as any member is willing to purchase the same.

40. **No transfer to infant, etc.,:**—No transfer shall be made to an infant or person of unsound mind, or bodily infirmity.

41. **Transfer to be left at office and evidence of title given:**—Every instrument of transfer shall be left at the office for registration accompanied by the certificates of shares to be transferred and such other evidence as the Company may require to prove the title of the transferer or his right to transfer the shares. All instruments of transfer which shall be registered, shall be retained by the Company but any instrument of transfer which the directors may decline to register shall, on demand, be returned to the person depositing the same.

42. **Fee on transfer:**—A fee not exceeding Rupee one per share may be charged for each share transferred, and shall, if required by the directors be paid before the registration thereof. But no fees higher than Rs. three shall be charged in respect of one single transfer form for any number of shares.

43. **When transfer book and register may be closed:**—The transfer books and registers of members and debenture holders may be closed during such time as the directors think fit, not exceeding in the whole 30 days in each year.

44. **Shares of deceased member:**—The executors or administrators of a deceased member (whether a European, Hindu, Mahomedan, Parsi, or otherwise) shall be the only person recognised by the Company as having any title to his share except in cases of joint holder, in which case the surviving holder or holders or the executors or administrators or the last surviving holder shall be the only person entitled to be so recognised: but nothing herein contained shall release the estate of a deceased joint holder from any liability in respect of any share jointly held by him. The Company shall not be bound to recognise such executors or

administrators unless he shall have obtained probate or letters of administration or other legal representation as the case may be, from a duly constructed Court in British India or a Native State in India or from any Court or authority authorised by any Act of the Legislative Council of India or by any order or notification of the Governor General in Council to grant such probate or letters of administration provided nevertheless that in special cases and in such only, it shall be lawful for the directors to dispense with the production of probate or letters of administration or such other legal representation upon such terms as to indemnify or otherwise as the directors may seem fit.

45. **As to transfer of share of deceased or bankrupt members:**—Any person becoming entitled to shares in consequence of the death or bankruptcy of any member, upon producing such evidence that sustains the character in respect of which he proposes to act under this clause or of his title as the directors think sufficient, may with the consent of the directors (which they shall not be under any obligation to give) be registered as a member in respect of such shares or may, subject to the regulation as to transfer hereinbefore contained transfer such shares. This clause is hereinafter referred to as "Transmission clause."

INCREASE, REDUCTION AND ALTERATION OF CAPITAL.

46. **Power to increase capital:**—The Company in general meeting may, from time to time, increase the capital by the creation of new shares of such amount as may be deemed expedient.

47. **On what conditions new shares may be issued:**—The new shares shall be issued upon such terms and conditions and with such rights and privileges annexed thereto as the general meeting resolving upon the creation thereof shall direct and if no direction be given, as the directors shall determine; and in particular, such shares may be issued with a preferential or qualified right to dividends and in the distribution of assets of the Company and with a special or without any right of voting.

48. **When to be offered to existing members:**—The Company in general meeting may, before the issue of any new shares determine that the same, or any of them, shall be offered in the first instance, and either at par or at a premium to all the then holders of any class thereof in proportion to the amount of the capital held by them or make any other provisions as to the issue and allotment of the new shares, but, in default of any such determination, or so far as the same shall not extend the new shares may be dealt with as if they formed part of the shares in the original ordinary capital.

49. **How far new shares to rank with shares in orignal capital:**—Except so far as otherwise provided by the condition of issue or by these presents, any capital raised by the creation of new shares shall be considered part of the original ordinary capital and shall be subject to the provisions therein contained with reference to the payment of calls and instalments, transfer and transmission, forfeiture, lien, voting, surrender and otherwise.

50. **Reduction of Capital:**—The Company may, from time to time, by special resolution reduce its capital by paying off capital or cancelling capital which has been lost or is unrepresented by available assets or reducing the liability on the shares or otherwise as may seem expedient and capital may be paid off upon the footing that it may be called up again or otherwise; and paid up capital may be cancelled as aforesaid without reducing the nominal amount of the shares by the like amount to the intent that the unpaid and callable capital shall be increased by the like amount; and the Company may also, by special resolution, sub-divide or by ordinary resolution, consolidate its shares or any of them, or cancel shares which have not been taken up or agreed to be taken up by any person, and the directors may, subject to the provision of the Indian Companies' Act, accept surrender of shares. Provided, however, that the Company shall in any event reduce its share capital within 15 years from the date of its registration, by paying of the whole of the capital paid up on its original preference share, and such reduction shall be effected irrespective of the amount or nature of the debts due to the creditors of the Company at the time of such reduction and it shall be made by paying of the whole amount of paid up capital in respect of such preference

shares all at once or by convenient instalments from time to time within the said period of 15 years. Until the aforesaid reduction is effected, no other reduction or increase of the capital of the Company or change in the rights and privileges of each class of share of the Company shall be effected.

51. **Subdivision into preferred and ordinary:**—The special resolution whereby any shares subdivided may determine that, as between the holders of the shares resulting from such subdivision, one or more of such shares shall have some preference or special advantage as regards the dividend, capital, voting, or otherwise over or as compared with the others or the other.

MODIFICATION OF RIGHTS.

52. **Power to modify rights:**—If at any time the capital, by reason of the issue of preference share or otherwise, is divided into different classes of shares all or any of the rights and privileges attached to each may be modified, abrogated or dealt with by agreement between the Company and any person purporting to contract on behalf of that class provided such agreement is (a) ratified in writing by the holders of at least two-thirds of the nominal value of the issued shares of that class or (b) confirmed by an extraordinary resolution passed at a separate general meeting of the holders of shares of that class, and all the provisions hereinafter contained as to general meetings shall, *mutatis mutandis*, apply to every such meeting except that the quorum thereof shall be members holding, or representing by proxy one-fifth of the nominal amount of the issued shares of that class. This clause is not by implication to curtail the power of modification which the Company would have if the clause were omitted.

53. **Power to borrow:**—The directors may, from time to time, at their discretion borrow any sum or sums of money for the purposes of the Company.

54. **Conditions on which Company may be borrowed:**—The directors may raise or secure the repayment of such sum or sums by the issue of debentures or debenture stock, or any mortgage, charge or other security on the undertaking or the whole or part of the property of the Company (both present and future) including its uncalled capital for the time being.

55. **Securities may be assignable from equities:**—Debentures, debenture stock, or other security may be made assignable free from any equities between the Company and the person to whom the same may be issued.

55a. **Issue at discount etc., with special privileges:**—Any debentures, debenture stock or other securities may be issued at discount, premium or otherwise, and with any special privileges as to redemption, surrender, drawings, allotment of shares, attending and voting at general meetings of the Company, appointment of directors, and otherwise.

MEETINGS.

56. **The statutory meeting:**—The statutory general meeting of the Company shall be held within the period required by Section 77 of the Indian Companies' Act, 1913. The statutory meeting and the first general meeting may be held on the same day.

57. **Ordinary General meeting to be held:**—Other general meetings shall be held once at least in every calendar year at such time, not being more than 15 months after the holding of the last preceding general meeting and at such place as may be determined by the Directors, such general meetings shall be called "Ordinary meetings" and all other meetings of the Company shall be called "Extraordinary meetings".

58. **When extraordinary meetings to be called:**—The Directors may, whenever they think fit and they shall on the requisition of the holders of not less than one-tenth of the issued capital of the Company upon which all calls or other sums when due have been paid, forthwith proceed to convene an extraordinary general meeting of the Company. And in case of such requisition the provisions of Section 78 of the Indian Companies' Act shall apply. If at any time there are not in Bijapur sufficient Directors capable of acting to form a quorum, any Director may convene an extraordinary general meeting in the manner as nearly as possible, as that in which the meetings may be convened by the Directors.

59. **Requisition:**—Seven days' notice to the members specifying the place, day and hour of meeting and, in case of special business, the general nature of such business shall be given either by advertisement or by notice sent by post or otherwise served as hereinafter provided and with the consent in writing of all the members, a meeting may be convened by shorter notice, and in any manner they think fit.

60. **Notice of meeting; two meetings notice:**—Where it is proposed to pass a special resolution, the two meetings may be convened by one and the same notice, and it is to be no objection to such notice that it only convenes the second meeting contingently on the resolution being passed by requisite majority at the first meeting.

61. **As to omission to give notice:**—The accidental omission to give notice of any meeting to or the non-receipt of any such notice by any of the members shall not invalidate any resolution passed at any such meeting

PROCEEDINGS AT GENERAL MEETING.

62. **Business of ordinary meeting:**—The business of an ordinary meeting other than the first one shall be to receive and consider the profit and loss account, the balance sheet, and the reports of the Directors, and of the auditors, to elect Directors, and other officers in the place of those retiring by rotation, or otherwise auditors, to declare dividends and to transact any other business which under these presents ought to be transacted at an ordinary meeting. All other business transacted at an ordinary meeting, and all business transacted at an extraordinary meeting shall be deemed special.

63. **Quorum:**—Two members personally present shall be quorum for a general meeting for the choice of a Chairman, the declaration of a dividend and the adjournment of the meeting. For all other purposes the quorum for a general meeting shall be members personally present not being less than three in number.

64. **Quorum to be present, when business commenced:**—No business shall be transacted at any general meeting unless the quorum requisite shall be present at the commencement of the business.

65. **Chairman of general meeting:**—The Managing Director shall be entitled to take the chair at every general meeting, or, if at any meeting, he shall not be present within 15 minutes after the time appointed for holding such meetings, or, is unwilling to act, the Directors present may choose a chairman, and in default of their doing so the members present shall choose one of the Directors to be chairman, and, if no Director be present or if all the Directors present be unwilling to take the chair, then the members present shall choose one of their number to be chairman.

66. **When if quorum not present meeting to be dissolved and when to be adjourned:**—If within half an hour from the time appointed for the meeting quorum is not present, the meeting if convened upon such requisition as aforesaid, shall be dissolved; but in any other case it shall stand adjourned to the same day in the next week, at the same time and place or to such other day, time and place as the directors may by notice to the share holders appoint. If at such adjourned meeting a quorum is not present those members who are present shall be a quorum and may transact the business for which the meeting was called.

67. **How questions to be decided at meetings. Casting vote:**—Every question submitted to a meeting shall be decided in the first instance by show of hands, and in the case of an equality of votes the chairman shall both on a show of hands and on a poll, have a casting vote in addition to the vote or votes to which he may be entitled as a member.

68. **What is to be evidence or the passing of a resolution where poll not demanded:**—At any general meeting, unless a poll is demanded by the chairman or by at least two members present and entitled to vote at the meeting holding or representing by proxy or entitled to vote in respect of at least one-tenth part of the capital represented at the meeting, a declaration by the chairman that a resolution has been carried, or carried by particular majority or

lost or not carried by a particular majority, and an entry to that effect in the book of proceedings of the Company, shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour or against such resolution.

69. **Poll:**—If a poll is demanded as aforesaid, it shall be taken in such manner and at such time and place as the chairman of the meeting directs, and either at once or after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded. The demand of a poll may be withdrawn.

70. **Power to adjourn General meeting:**—The Chairman of the General meeting may, with the consent of the meeting, adjourn the same from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

71. **Business may proceed notwithstanding demand poll:**—The demand of poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which a poll has been demanded. No poll shall be demanded on the election of a chairman of a meeting and a poll demanded on a question of adjournment shall be taken at the meeting and without adjournment.

72. **Chairman's decision conclusive:**—The chairman of any meeting shall be the sole judge of the validity of every vote tendered at such meeting. The Chairman present at the taking of a poll shall be the sole judge of the validity of every vote tendered at such poll.

VOTES OF MEMBERS.

73. **Votes of members:**—On a show of hands every member present in person shall have one vote, and upon a poll every member present in person or by proxy shall have one vote for every share held by him.

74. **No vote by proxy on show of hands:**—No member not personally present shall be entitled to vote on a show of hands, unless such member is a Corporation present by a proxy or a Company present by a representative duly authorised under Section 80, of the Indian Companies' Act of 1913, in which case such proxy or representative may vote on the show of hands as if he were a member of the Company.

75. **Votes in respect of shares of deceased and bankrupt members:**—Any person entitled under the transmission clause to transfer any shares may vote at any General Meeting in respect thereof in the same manner as if he were the registered holder of such shares, provided that 48 hours at least before time of holding the meeting or adjourned meeting as the case may be, at which he proposes to vote he shall satisfy the Directors of his right to transfer such shares, unless the Directors shall have previously admitted his right to vote at such meeting in respect thereof.

76. **Joint holders:**—Where there are joint registered holders of any share, any one of such persons may vote at any meeting, either personally or by proxy, in respect of such share as if he were solely entitled thereto and if more than one of such joint holders be present at any meeting personally or by proxy, that one of the said persons so present whose name stands first on the register in respect of such share shall alone be entitled to vote in respect thereof. Several executors or administrators of a deceased member in whose sole name any shares stand shall for the purposes of this clause be deemed joint holders thereof.

77. **Proxies permitted:**—Votes may be given either personally or by proxy, or in the case of a Company, by a representative duly authorised as aforesaid.

78. **Instrument appointing proxy to be in writing:**—The instrument appointing a proxy shall be in writing, under the hand of the appointer or of his attorney duly authorised in writing, or, if such appointer is a corporation, under its common seal or the hands of its attorney and shall be attested by one or more witness. No person shall be appointed a proxy who is not a member of the Company and qualified to vote, save that a corporation

being a member of the Company may appoint its proxy one of its officers of such corporation whether a member of the Company or not.

79. **And to be deposited at office:**—The instrument appointing a proxy and a power of attorney if any, under which it is signed, or an office copy or notarially certified copy thereof, shall be deposited at the office not less than 48 hours before the time for holding the meeting or adjourned meeting, or taking of the poll at which the person named in such instrument proposes to vote.

80. **When vote by proxy valid though authority revoked:**—A vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death of the principal, or revocation of the proxy, or transfer of the share in respect of which the vote is given provided no intimation in writing of the death, revocation, or transfer, shall have been received at the office or by the Chairman of the meeting before the vote is given.

81. **Form of proxy:**—Every instrument of proxy, whether for a specified meeting or otherwise, shall, as nearly as circumstances will admit, be in one of the following forms or to the effect following:—

Form of special proxy:—(a) The Bijapur Electric Supply Company, Limited, I .....
.....of.....being a member of the Bijapur Electric Supply Co., Ltd.,
appoint.....of.....also a shareholder of the Company (or
failing him.....of.....also a shareholder of the Company, or
failing him.....of.....also a shareholder of the Company) as
my proxy, to vote for me on my behalf at the (ordinary or extraordinary as the case may be)
general meeting of the Company to be held on the.....day of.....and
at any adjourned meeting thereof in the same manner as I myself could vote if personally
present at any such meeting. As witness my hand, this.....day of.....
signed by the said.....in the presence of.....

Form of General Proxy:—(b) I.....of.....
being a shareholder of the Company do hereby appoint.....
of.....also a shareholder of the Company, to be my proxy
and vote for me at every ordinary or extraordinary general meeting whether
adjourned or otherwise of the Company in the same manner as I myself would do if
I were personally present at any meeting This proxy shall remain in force until
the same shall be revoked and notice of such revocation be given in writing by me
to the Company. As witness my hand this.....day.....
of.....

Signed by the said.....

In the presence of.....

82. **No member entitled to vote etc. while call due to Co.:**—No member shall be entitled to be present, or to vote on any question, either personally or by proxy, or as proxy of another member, at any general meeting or upon a poll, or to be reckoned in quorum, whilst any call or other sum shall be due and payable to the Company in respect of any of the shares of such member.

83. **Resolution in writing of Directors in certain cases to be equivalent to resolution of general meeting:**—Any resolution passed by the directors notice whereof shall be given to the members in the manner in which notices are hereinafter directed to be given and which shall within one month after it shall have been so passed be ratified, and confirmed in writing by members and entitled at a poll to three-fifths of the votes shall be as valid and effectual as a resolution of a general meeting but this clause shall not apply to a resolution for winding up the Company or to a resolution passed in respect of any matter which by the statutes or these presents ought to be dealt with by special or extraordinary resolution.

DIRECTORS.

84. **No. of Directors:**—Until otherwise determined by a general meeting the number of the Directors shall not be less than two or more than four including the Managing Director.

85. **First Directors**:—The first directors shall be:—

1. Mr. ABDULKAYUM GULAMALI BOHARI
2. Mr. INAYATALLI ESMAILJI

86. **Managing Director**:—Mr. Abdulkayum Gulamali Bohari is hereby appointed permanent Managing Director of the Company and his remuneration shall be Rs. 150/- per month, or a commission of 20% of the net profits made by the Company before charging such commission, whichever is greater and in addition the free supply of electrical energy to his private residence with power to supply electrical energy to any place of worship such as temples or mosques free of cost or on any charge at his discretion, and that he shall have power to maintain a motor car or other conveyance to enable him to carry on his work of management at a monthly cost of Rs. 60/-. It is hereby expressly provided and declared that in consideration of the services rendered by him in promoting this Company and for the establishment and general supervision of the same, the appointment of Mr. Abdulkayum Gulamali Bohari to the office of the Managing Director shall not be liable to be revoked or cancelled save and except his being found guilty of fraud or gross negligence in the management and discharge of his duties as Managing Director of the Company. It is hereby also expressly provided that the right of transferring his permanent managing directorship is reserved to Mr. Abdulkayum Gulamali Bohari on the said transferrance, to a capable person, being approved by the Directors of the Company.

87. **Powers and duties of Managing Director**:—The Directors may from time to time entrust to and confer upon the Managing Director such of the powers exercisable under these presents by the Directors as they mey think fit and may confer such powers for such time to be exercised for such objects and purposes and upon such terms and conditions and with such restrictions as they think expedient, and they may confer such powers either collaterally with or to the exclusion of and in substitution for, all or any of the powers of the Directors in that behalf and may from time to time revoke, withdraw or alter all or any of such powers.

88. **Appointment of alternate Director**:—A Director who is out of Bijapur or about to go out of Bijapur, may with the approval of the Board of directors, by notice in writing under his hand appoint any duly qualified person to be an alternate director during his absence, and such appointment shall have effect; and such appointee, whilst he holds office as an alternate director shall be entitled to notice of meetings of the directors and to attend and to vote thereat accordingly but he shall *ipso facto*, vacate office if and when the appointer return to Bijapur or vacates office as a director or removes the appointee from office by a notice in writing under his hand.

89. **Power of directors to appoint additional directors**:—The directors shall have power at any time, and from time to time, to appoint any other qualified person as a director either to fill casual vacancy or as an addition to the Board, but so that the total number of directors shall not at any time exceed the maximum number fixed. But the director so appointed shall hold office until only the next following ordinary general meeting of the Company, and shall then be eligible for re-election.

90. **Qualification of directors**:—The qualification of a director shall be the holding of shares of any kind, in the Company, of the nominal value of Rs. 20,000/-. A director may act before acquiring his qualification, but must acquire the same within two months after his appointment or election.

91. **Remuneration of Directors**:—Each Director shall be paid remuneration at such rate as the Board of directors may from time to time determine and each Director shall be entitled to be paid his reasonable travelling expenses incurred by him whilst employed in the business of the Company.

92. **When office of the Directors to be vacated**:—The office of a Director shall *ipso facto* be vacated:—

(a) If he become bankrupt or suspend payment or compound with his creditors.

(b) If he is found lunatic or become of unsound mind or if by reason of mental or bodily infirmity he become incapable of acting.

(c) If he cease to hold qualification shares.

(d) If by notice in writing to the Company he resign his office.

(e) If he is absent from the meetings of the Directors during a period of 4 calendar months without special leave of absence from the Directors.

(f) If he accepts or holds any other office under the Company except that of the Managing Director of the Company; But the position of trustee of a deed for securing debentures or of solicitors or banker or pleader is not to be considered as an office.

93. **Directors may contract with Co.:**—No Directors shall be disqualified by his office from holding any office or place of profit under the Company or under any Company in which this Company shall be shareholder or otherwise interested, nor shall any contract or arrangement entered into by or on behalf of the Company in which any Director shall be in any way interested, be avoided, nor shall any Director be liable to account to the Company for any profit arising from any such office or place of profit realised by any such contract or arrangement by reason only of such Directors holding that office or of the fiduciary relation thereby established, but it is declared that the nature of his interest must be disclosed by him at the meeting of the Directors at which the contract or arrangement is determined on if his interest then exists or in any other case at the first meeting of the Directors after the acquisition of his interest. No Director shall as Director vote in respect of any contract or arrangement in which he is so interested as aforesaid; and if he do so vote, his vote shall not be counted; but this prohibition shall not apply to any contract by or on behalf of the Company to give to the Directors or any of them security for advance or by way of indemnity or to settlement or set off of cross claims. A general notice that a Director if a member of any specified firm or Company and is to be regarded as interested in all transactions with that firm or Company, shall be a sufficient disclosure under this clause as regards such Director and the said transactions and after such general notice it shall not be necessary for such Directors to give a special notice relating to any particular transaction with that firm or Company.

94. **Directors may be Directors of Co. promoted by the Company:**—A Director of this Company may be or become a Director of any Company promoted by this Company or in which it may be interested as vendor, shareholder or otherwise and no such Director shall be accountable for any benefit received as Director or member of such Company.

ROTATION OF DIRECTORS.

95. **Rotation and retirement of Directors:**—When there are two or more Directors, at each ordinary general meeting one of the Directors shall retire from office except the Managing Director. A retiring Director shall retain office until the dissolution of the meeting at which his successor is elected.

96. **Which Director to retire:**—The Director so to retire shall be the Director who has been longest in office. As between two or more who have been in office an equal length of time the Director to retire shall in default of agreement between them be determined by lot. The length of time a Director has been in office shall be computed from his last election or appointment where he has previously vacated office. A retiring Director shall be eligible for re-election.

97. **Meeting to fill up vacancies:**—The Company at any general meeting at which a director retires in manner aforesaid may fill up the vacated office by electing a person to be a director and without notice in that behalf may fill up any other vacancies.

98. **Retiring director to remain in office till successor appointed:**—If at any general meeting at which an election of directors ought to take place, the place of any director retiring by

rotation is not filled up, he shall if willing continue in office until the ordinary meeting in the next year and so on from year to year until his place is filled up, unless it shall be determined at such meeting, on due notice to reduce the number of directors in office.

99. **Power of general meeting to increase or reduce number of directors**:—The Company in general meeting may subject to the provision of these articles, from time to time, appoint new directors and increase or reduce the number of directors in office and may alter the qualifications.

100. **Power to remove director by extra-ordinary resolution**:—The Company may by extraordinary resolution remove any director before the expiration of his period of office and may by ordinary resolution appoint another qualified person in his stead; the person so appointed shall hold office during such time only as the director in whose place he is appointed would have held the same if he had not been removed.

PROCEEDING OF DIRECTORS.

101. **Meetings of Directors and quorum**:—The directors may meet together for the despatch of business, adjourn and otherwise regulate their meetings and proceedings, as they think fit, and may determine the quorum necessary for the transaction of the business. Until otherwise determined two directors shall be quorum. A Director interested is to be counted in quorum, notwithstanding his interest.

102. **Director may summon meeting. How question is to be decided**:—A director may at any time convene meeting of the directors. It shall not be necessary to give notice of a meeting of the directors to a director who is not in Bijapur. Questions arising at any meeting shall be decided by a majority of votes, and in case of an equality of votes the chairman shall have a second or casting vote.

103. **Chairman of the Meeting of Directors**:—The Managing Director shall preside at every meeting of the Directors, and in his absence the Directors may elect a Chairman from among themselves.

104. **Power of quorum**:—A meeting of the Directors for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers, and directions by or under the article of the Company for the time being vested in or exercisable by the Directors generally.

105. **Power to appoint committees, and to delegate**:—The Directors may delegate any of their powers to committees consisting of such member or members of their body as they think fit, and may from time to time revoke such delegation. Any committee so formed shall in the exercise of the powers so delegated conform to any regulations that may from time to time be imposed upon it by the Directors. The meetings and proceedings of any such committee consisting of two or more members shall be governed by the provisions herein contained for regulating the meetings and proceedings of the Directors, so far as the same are applicable thereto and are not superseded by any regulations made by the Directors under this clause.

106. **When acts of directors or committee valid notwithstanding defective appointment**:—All acts done at any meeting of directors or of a committee of directors, or by any person acting as a director, shall, notwithstanding that it shall afterwards be discovered that there was some defect in the appointment of such directors or persons acting as aforesaid, or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and was qualified to be a director.

107. **Resolution without Board meeting valid**:—A resolution in writing signed by all the directors present in Bijapur shall be as valid and effectual as if it had been passed at a meeting of the directors duly called and constituted.

108. **Remuneration for extra service**:—If any director being willing shall be called upon to perform extra service (which expression shall include work done by a director as a

member of any committee formed by the directors or in relation to signing share certificates), or to make any special exertions in going or residing out of Bijapur or otherwise for any of the purposes of the Company, the Company shall remunerate the director so doing either by a fixed sum or by a percentage of profits or otherwise as may be determined by the directors and such remuneration may be either in addition to or in substitution or his or their share in the remuneration above provided.

MINUTES.

109. **Minutes to be made:**—The directors shall cause minutes to be duly entered in books provided for the purposes:—

(a) Of the names of the directors present at each meeting of the directors and of any committee of directors;

(b) Of all orders made by the directors and Committees of directors;

(c) Of all resolutions and proceedings of general meetings and of meetings of the directors and committees, and any such minutes of any meeting of the directors or of any committee or of the Company, if purporting to be signed by the Chairman of such meeting or by the chairman of the next succeeding meeting, shall be receivable as *prima facie* evidence of the matters stated in such minutes.

POWERS OF DIRECTORS.

110. **General powers of Company vested in Directors:**—The management of the business of the Company shall be vested in the Directors who in addition to the powers and authorities by these presents or otherwise expressly conferred upon them, may exercise all such powers and do all such acts and things as may be exercised or done by the Company and or not hereby or by statutes expressly directed or required to be exercised or done by the Company in general meeting, but subject nevertheless to these provisions of the statutes, and of these presents and to any regulations not being in consistent with the aforesaid provisions as may from time to time be made by the Company in general meeting; provided that no such regulations shall invalidate any prior act of the Directors which would have been valid if such regulations had not been made.

111. **Specific powers given to Directors:**—Without prejudice to the general powers conferred by the last preceding clause and the other powers conferred by these presents, it is hereby expressly declared that the Directors shall have the following powers that is to say, power :—

(1) **To pay preliminary expenses:**—To pay the cost, charges and expenses preliminary and incidental to the promotion, formation, establishment and registration of the Company.

(2) **To acquire property:**—To purchase or otherwise acquire for the Company any property, rights, or privileges which the Company is authorised to acquire at such price, and generally on such terms and conditions as they think fit.

(3) **To pay for property in debentures etc.:**—At their discretion, to pay for any property, rights or privileges acquired by, or services rendered to the Company,either wholly or partially in cash or in shares or in bonds or debentures or other securities of the Company and any such shares may be issued either as fully paid up or with such amounts credited as paid up thereon as may be agreed upon; and any such debenture, bonds or other securities may be either specifically charged upon all or any part of the property of the Company and its uncalled capital or not so charged.

(4) **To secure contracts by mortgage:**—To secure the fulfilment of any contracts or agreements entered into by the Company by mortgage or charge of all or

any of the property of the Company and its uncalled capital for the time being or in such other manner as they may think fit.

(5) **To appoint officers etc.**:—To appoint and at their discretion, remove or suspend such managers, secretaries, officers, clerks, agents and servants for permanent, temporary or special services as they from time to time think fit, and to determine their powers and duties and fix their salaries or emoluments and require security in such instances and to such amounts as they think fit.

(6) **To accept surrender of shares**:—To accept from any member, on such terms and conditions as shall be agreed, a surrender of his shares or any part thereof.

(7) **To appoint trustees**:—To appoint any person or persons (whether incorporated or not) accept and hold in trust for the Company any property belonging to the Company or in which it is interested or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust, and to provide for the remuneration of such trustee or trustees.

(8) **To bring and defend action etc.**:—To institute, conduct, defend, compound, or abandon any legal proceedings by or against the Company, or its officers, or otherwise concerning the affairs of the Company, and also to compound and allow time for payment or satisfaction of any debts due and of any claims or demands by or against the Company.

(9) **To refer to arbitration**:—To refer any claims or demands by or against the Company to arbitration and observe and perform the awards.

(10) **To give receipts**:—To make and give receipts, releases and other discharges for money payable to the Company, and for the claims and demands of the Company.

(11) **To authorise acceptances**:—To determine who shall be entitled to sign on the Company's behalf, bills, notes, receipts, acceptances, endorsements, cheques, releases, contracts and documents.

(12) **To appoint attorney**:—From time to time to provide for the management of the affairs of the Company outside Bijapur in such manner as they think fit, and in particular to appoint any persons in or outside Bijapur to be the attorney or agents of the Company with such powers (including power to subdelegate) and upon such terms as may be thought fit.

(13) **To invest moneys**:—To invest and deal with any of the moneys of the Company not immediately required for the purposes thereof upon such securities (not being shares in this Company) and in such manner as they may think fit, and from time to time vary or realise such investments.

(14) **To give securities by way of indemnity**:—To execute in the name and on behalf of the Company in favour of any director or other person who may incur or be about to incur any personal liability for the benefit of the Company such mortgages of the Company's property (present and future) as they think fit and any such mortgages may contain a power of sale and such other powers, covenants and provisions as shall be agreed on.

(15) **To give percentage**:—To give to any person employed by the Company a commission on the profits of any particular business or transactions or a share in the general profits of the Company, and such commission or share or profits shall be treated as part of the working expenses of the Company.

(16) **To establish reserve and other funds**:—Before recommending any dividend, to set aside out of the profits of the Company such sums as they think proper as a reserve and other funds to meet contingencies, or for equalising dividends,

or for special dividends, or for repairing, improving and maintaining any of the property of the Company and for such other purposes as the directors shall in their absolute discretion think conducive to the interests of the Company; and to invest the several sums so set aside upon such investments (other than the shares of the Company) as they may think fit, and from time to time to deal with and vary such investments, and dispose of all or any part thereof for the benefit of the Company and to divide the reserve fund into such special funds as they think fit with full powers to employ the assets constituting the reserve fund in the business of the Company or in securities authorised for investment by the Indian Trusts Act 1882 or any amendment thereof and that without being bound to keep the same separate from the other assets.

(17) **May make byelaws:**—From time to time make, vary and repeal byelaws for the regulation of the business of the Company, its officers and servants.

(18) **May make contracts etc.:**—To enter into all such negotiations and contracts, rescind and vary all such contracts and execute and do all such acts, deeds and things in the name and on behalf of the Company, as they may consider expedient for or in relation to any of the matters aforesaid or otherwise for the purpose of the Company.

THE SEAL.

112. **The seal, its custody and use:**—The directors shall provide a common seal for the purposes of the Company, and shall have power from time to time to destroy the same and substitute a new seal in lieu thereof, and the directors shall provide for the safe custody of the seal for the time being, and the seal shall never be used except by the authority of the directors or a committee of the directors previously given. And every deed or other instrument to which the seal of the Company is required to be affixed shall, unless the same is executed by a duly authorised attorney for the Company, be signed by one director at least in whose presence the seal shall have been affixed, and countersigned by such officer of the Company as shall from time to time be authorised by the directors for the purpose; provided nevertheless that certificates of shares may be sealed by such officer as aforesaid in the presence and under the signatures of one director and of such officer.

DIVIDENDS.

113. **Dividends:**—The profits of the Company, subject to any special right relating thereto created or authorised or to be created by these presents shall be divisible among the members in proportion to the amount to the capital paid up on the shares held by them respectively provided always that any capital paid up on a share during the period in respect of which a dividend is declared shall only entitle the holder of such share to an apportioned amount of such dividend as from the date of payment.

114. **The capital paid up in advance:**—Where capital is paid up on any shares in advance of call upon the footing that the same shall carry interest such capital shall not, whilst carrying interest confer a right to participate in profits.

115. **Declaration of dividends:**—The Company in general Meeting may declare a dividend to be paid to the members according to their right and interest in the profits, and may fix the time for the payment of dividends to shareholders but no dividend shall bear interest against the Company. No larger dividend shall be declared than is recommended by the Directors.

116. **Dividend out of profits only and not to carry interest:**—No dividend shall be payable except out of the profits and no dividend shall carry interest as against the Company.

117. **What to be deemed net profits:**—The declaration of the directors as to the amount of the net profits of the Company shall be conclusive.

118. **Interim dividend**:—The directors may from time to time pay to the members such interim dividends as in their judgment the position of the Company justifies.

119. **Retention of dividends by Directors**:—The Directors may deduct from the dividends payable to any member all such sums of money as may be due from him to the Company on any account whatsoever and they may retain the dividends payable on any shares upon which the Company has a lien and may apply the same in or towards satisfaction of the debts, liabilities and engagements in respect of which the lien exists. The Directors may also retain the dividends and interest payable upon registered shares, debentures or debenture stock in respect of which any person is by the transmission of the interest of any member by death, bankruptcy, insolvency or otherwise, entitled to become a member or which any person by virtue of the said transmission is entitled to transfer until such person shall become a member in respect of such shares, debentures or debenture stock or shall duly transfer the same.

120. **Dividend in specie**:— Any general meeting declaring a dividend may resolve that such dividend be paid wholly or in part by the distribution of specific assets and in particular of paid up shares, debentures or debenture stock of the Company or paid up shares, debentures or debenture stock of any other Company or in any one or more of such ways.

121. **Capitalisations of reserves**:—Any general meeting may resolve that any moneys, investments or other assets forming part of the undivided profits of the Company standing to the credit of the reserve fund or in the hands of the Company and available for dividend or representing premiums received on the issue of shares and standing to the credit of shares premium account be capitalised and distributed amongst such of the share holders as would be entitled to receive the same if distributed by way of dividend as in the same proportions on the footing that they become entitled thereto as capital and that all or any part of such capitalised fund be applied on behalf of such share holders in paying up in full any unissued shares of the Company which shall be distributed accordingly or towards the payment of the uncalled liability on any issued share and that such distribution of payment shall be accepted by such share holders in full satisfiction of their interest in the said capitalised sum.

122. **Fractional certificates**:—For the purpose of giving effect to any resolution under the two last preceding articles the directors may settle any difficulty which may arise in regard to the distribution as they think expedient, and in particular may issue fractional certificates and may fix the value for distribution of such specific assets, or any part thereof, and may determine that cash payments shall be made to any members upon the footing of the value so fixed or that fractions of less value than one Rupee may be disregarded in order to adjust the rights of all parties, and may vest any such cash or specific assets in trustees upon such trust for the persons entitled to the dividend or capitalised fund as may seem expedient to the directors. Where requisite a proper contract shall be filed in accordance with the section 104 of the Indian Companies Act, and the directors may appoint any person to sign such contract on behalf of the persons entitled to the dividend or capitalised fund, and such appointment shall be effective.

123. **Effect of transfer**:—A transfer of shares in pursuance of clause (41) shall not pass the right to any dividend declared thereon after such transfer and before the registration of the transfer.

124. **Retention in certain cases**:—The directors may retain the dividends payable upon shares in respect of which any person is under the transmission clause 45 entitled to become a member or which any person under that clause is entitled to transfer until such person shall become a member in respect of such share or shall duly transfer the same.

125. **Dividend to joint holders**:—Any one of the several persons who are registered as joint holders of any share, may give effectual receipts for all dividends and payments on account of dividends in respect of such share.

126. **Payment by post:**—Unless otherwise directed, any dividend may be paid by cheque or warrant sent through the post to the registered address of the member or person entitled or in the case of joint holders to the registered address of that one whose name stands first on the register in respect of the joint holding and every cheque or warrant so sent shall be made payable to the order of the person to whom it is sent.

127. **Notice of dividend:**—Notice of the declaration of any dividend whether interim or otherwise shall be given to the holders of registered shares in manner hereinafter provided.

128. **Production of share certificates when applying for dividends:**—The Directors may, if they think fit, call upon the shareholders when applying for dividends to produce their share certificates to the Manager or any other person appointed by the Company.

129. **Share holders not entitled to dividends until all moneys due from them be paid:**—No shareholder shall be entitled to receive payment of any dividend or bonus in respect of his share or shares until all moneys due, or owing from him to the Company in respect of such share or shares or on any other account whatsoever shall have been paid.

130. **Unclaimed dividends:**—All dividends unclaimed for one year after having been declared may be invested or otherwise made use of by the Directors for the benefit of the Company until claimed. All dividends unclaimed for three years after having been declared may be forfeited by the Directors for the benefit of the Company.

ACCOUNTS.

131. **Accounts to be kept:**—The directors shall cause true accounts to be kept of the sums of money received and expended by the Company and the matters in respect of which such receipt and expenditure take place and of the assets, credits, and liabilities of the Company the books of the accounts shall be kept at the registered office of the Company, or at such other place or places as the directors think fit.

132. **Inspection by members:**—The directors shall from time to time determine whether and to what extent, and what times and places and under what conditions or regulations the accounts and the books of the Company, or any of them shall be open to the inspection of members (not being directors) and no member (not being a director) shall have any right of inspecting any account or book or document of the Company except as conferred by law or authorised by the director or by the Company in general meeting.

133. **Preliminary expenses account:**—All costs, charges and expenses incurred or sustained in connection with the formation and registration of the Company including therein the cost of advertising, travelling expenses, printing, stationery, brokerage, commission, furniture and fitting of office and expenses attendant upon the formation or establishment of Branch office, Agencies or local boards and legal advisors' and solicitors' fees and any other costs, charges and expenses which the directors may consider may be fairly deemed and treated as preliminary, may be placed to a separate account to be called, "The preliminary expenses account" and may be charged on the funds of the Company over such a period of years as the directors may deem expedient.

134. **Annual accounts and Balance Sheet:**—At each ordinary meeting (except the one held in the year of incorporation of the Company) the directors shall lay before the Company a profit and loss account and balance sheet, containing a summary of the property and liabilities of the Company as required by or are found sufficient under the Indian Companies Act, 1913 or any other statutes for the time being in force.

135. **Annual report of Directors:**—Every such account and balance sheet, shall be accompanied by a report of the directors as to the state and condition of the Company, and as to the amount which they recommend to be paid out of the profits by way of dividend or bonus to the members. And the amount (if any) which they propose to carry to the reserve fund and the several other funds according to the provisions in that behalf hereinbefore contained; and the account, report and balance sheet shall be signed by the Managing Director

and at least one more director and countersigned by such officer of the Company as shall from time to time be authorised by the directors for the purpose.

136. A printed copy of such account, balance sheet, and report shall seven days previously to such meeting, be served on the registered holders of the shares in the manner in which the notices are hereinafter directed to be served and a copy thereof shall be deposited at the registered office of the Company for the inspection of members, for a period of seven days at least before such meeting.

AUDIT.

137. **Account to be audited:**—Once at least in every year the accounts of the Company shall be examined, and the correctness of the profit and loss account and balance sheet ascertained by one or more auditor or auditors. The accounts may also be audited for any period less than one year if the Directors think fit.

138. **First auditors:**—The first auditors shall be Messrs. G. S. Abhyankar & Co. of Bombay and Messrs. A. G. Kotwal & Co. of Bijapur. Subsequent Auditors shall be appointed by the Company in General Meeting.

139. **Remuneration of auditor:**—The remuneration of the first auditors shall be fixed by the Directors, that of the subsequent Auditor or Auditors shall be fixed by the Company in General Meeting.

140. **Auditors not to be interested in the Co. except as shareholders:**—The Auditors may be share holders of the Company but no person is eligible as an auditor who is interested otherwise than as a shareholder in any transaction of the Company and no Director or other officer of the Company shall be eligible as an auditor during his continuance in office.

141. **Auditors may be appointed:**—Retiring auditors shall be eligible for re-election.

142. **Nomination of Auditor:**—A person, other than retiring auditor, shall not be eligible for being appointed an auditor, unless a notice in writing of the intention to propose him signed by a shareholder entitled to vote be left at the registered office of the Company not less than fourteen days prior to the meeting at which it is intended to propose such person for election as an auditor of the Company, and the Company shall send a copy of any such notice to the retiring auditors, and shall give notice thereof to the shareholders either by advertisement or in any other mode provided by the articles, not less than seven days before the meeting.

143. **Casual vacancy to be filled up by Board:**—If any casual vacany in the office of auditors occurs the Directors may fill up the vacancy by the appointment of an auditor who shall hold office until the next annual meeting.

144. **Rights and duties of Auditors:**—Every auditor of the Company shall have a right of access at all times to the books and accounts and vouchers of the Company, and shall be entitled to require from the directors and officers of the Company such information and explanation as may be necessary for performance of the duties of the Auditors.

(2) The Auditors shall make a report to the shareholders on the accounts examined by them and every balance sheet laid before the Company in general meeting and the report shall state:—

(a) Whether or not they have obtained all the information and explanations they have required, and

(b) Whether in their opinion, the balance sheet referred to in the report is drawn up in conforming with the law, and whether such Balance sheet exhibits a true and correct view of the state of the Company's affairs according to the best of their information and the explanations given to them and as shown by the books of the Company.

(3) The Balance Sheet shall be signed by the Managing Director and at least one more Director of the Company and Auditor's report shall be attached to the Balance Sheet, or there shall be inserted at the foot of the balance sheet a reference to the report and the report shall be read before the Company in General Meeting and shall be open to inspection by any shareholder.

145. **When account to be deemed finally settled:**—Every account of the Directors, when audited and approved by a General Meeting shall be conclusive except as regards any error discovered therein within 3 months next after the approval thereof. Whenever any such error is discovered within that period, the accounts shall forthwith be corrected, and thenceforth shall be conclusive.

NOTICES.

146. **How notice to be served on members:**—A notice may be served by the Company upon any member, either personally or by sending it through the post in a pre-paid envelope or wrapper addressed to such member at his registered place of address.

147. **Members resident address:**—Each holder of registered shares, whose registered place of address is not in British India, may from time to time notify in writing to the Company an address in British India, which shall be deemed his registered place of address within the meaning of the last preceding clause.

148. **Notice where no address:**—As regards those members who have no registered place of address, a notice posted up in the office shall be deemed to be well served on them at the expiration of 24 hours after it is so posted up.

149. **When notice may be given by advertisement:**—A notice required to be given by the Company to members or any of them, and not expressly provided for by these presents, shall be sufficiently given if given by advertisement.

150. **How to be advertised:**—Any notice by a Court of Law or otherwise required or allowed to be given by the Company to the members or any of them by advertisement, shall be sufficiently advertised if advertised once in two local (Bijapur) Newspapers.

151. **Notice to joint holders:**—All notices shall, with respect to any registered shares to which persons are jointly entitled be given to whichever of such persons is named first in the register, and notice so given shall be sufficient notice to all holders of such shares.

152. **When notice by post deemed to be served:**—Any notice sent by post shall be deemed to have been served on the 2nd day following that on which the envelope or wrapper containing the same is posted and on proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed and put into the post office and a certificate in writing signed by the Manager, Secretary or other officer of the Company that the envelope or wrapper containing the notice was so addressed and posted shall be conclusive evidence thereof.

153. **Transfers etc., bound prior notice:**—Every person who by operation of law, transfer or other means whatsoever, shall become entitled to any share, shall be bound by every notice in respect of such share which, previously to his name and address being entered on the register shall be duly given to the person from whom he derives his title to such share.

154. **Notice valid though member deceased:**—Any notice or document delivered or sent by post to or left at the registered address of any member in pursuance of these presents, shall notwithstanding such member be then deceased, and whether or not a Company have notice of his decease, be deemed to have been duly served in respect of any registered shares, whether held solely or jointly with other persons by such member until some other person be registered in his stead as the holder or the joint holder thereof, and such service shall for all purposes of these presents; be deemed a sufficient service of such notice or documents on his heirs, executors, or administrators, and all persons if any jointly interested with him or her in any such shares.

G. R., G. D., No. 2108, dated 22-6-22.]

Std. Sectt. 78 e.

DOCKET SHEET

Subject:—

File No. 433/36

P.W. **DEPT.**

M **BRANCH.**

References:—

A CLASS.

Date.	To whom sent.	Notes and instructions.
30/5/36	MM	
22/6.	Do.	Issue
25/6	[illegible]	[illegible]
1/7	Do	
21/7	[illegible]	
7-8-36	MB	
23/2	[illegible]	
1/9	MB	Issue asked [illegible].
3/9	DS	
		Examined 2-7/11/45
20/12/47	File Br	File (A)

PUBLIC WORKS DEPARTMENT.

Bombay Castle, 16th September 1926.

No. 3035.—In exercise of the powers conferred by section 3 (1) of the Indian Electricity Act, IX of 1910, the Governor in Council is pleased to sanction the following license under the aforesaid Act being granted to Mr. Abdul Kayum Gulamalli, Contractor, Bijapur, for the supply of electrical energy in the areas with the powers and upon the terms and conditions all specified below :—

THE BIJAPUR ELECTRIC LICENSE, 1926

LICENSE FOR THE SUPPLY OF ELECTRICAL ENERGY, GRANTED BY THE GOVERNMENT OF BOMBAY UNDER THE INDIAN ELECTRICITY ACT, 1910.

License is hereby granted to Mr. Abdul Kayum Gulamalli, Contractor, Bijapur, to supply electric energy in the area, with the powers and upon the terms and conditions all specified below.

1. *Short Title.*—This License may be cited as " The Bijapur Electric License, 1926."

2. *Interpretation.*—The several words, terms and expressions, to which by the Indian Electricity Act, 1910, as amended or by the rules thereunder, meanings are assigned, shall have in this License the same meanings, provided that in this License—

(*a*) The expression " the Act " shall mean the Indian Electricity Act, 1910, as amended.

(*b*) The expression " the licensee " shall mean Abdul Kayum Gulamalli and his permitted assigns.

(*c*) The expressions " First Annexure " and " Second Annexure " shall mean the first and the second annexure to this license, respectively.

(*d*) The expression " Deposited Map " shall mean the plan of the area of supply hereinafter specified, which is deposited with the Government of Bombay in pursuance of the rules under the Act, which plan is signed for the purpose of identification by the Joint Secretary to the Government of Bombay in the Public Works Department and by the applicant A. K. Gulamalli.

(*e*) The date of the notification by the Government of Bombay in the *Bombay Government Gazette*, that this license has been granted, is in this license referred to as " the commencement of this license."

3. *Security.*—(1) The period within which under clause I (*a*) of the Schedule to the Act the Licensee shall show that he is in a position fully and efficiently to discharge the duties and obligations imposed upon him by the license throughout the area of supply

shall, unless otherwise ordered by the Government of Bombay under that clause, be 18 months from the commencement of this license.

(2) The period within which under clause I. (*b*) of the Schedule to the Act the Licensee shall deposit or secure such sum as therein mentioned and the sum so to be deposited or secured shall, unless otherwise ordered by the Government of Bombay, be six months from the commencement of this license and Rs. 2,000, respectively.

4. *Area of Supply.*—The area within which the supply of energy is authorised by this license is delineated in the deposited map by an orange colour boundary line and is the area contained within the limits of the Bijapur Municipality as at present constituted.

5. *Purposes of Supply.*—(*a*) Subject to the provisions of this license and the Act and to the rules thereunder, the Licensee shall be entitled, during the continuance of this license, to supply energy within the area of supply for all purposes, except in bulk to other licensees for distribution by them.

Provided that no supply of energy shall be commenced to be given by the Licensee to any owner or occupier of private premises until the Government of Bombay have approved the form of Requisition to be made by such owner or occupier for such supply of energy and also the form of written contract or agreement with the Licensee to take a supply of energy, which is to be executed or entered into by such owner or occupier and until the Government of Bombay have also approved the amounts of all miscellaneous charges which the Licensee proposes to make against such owner or occupier and also the methods of construction which the licensee proposes to adopt, incidental to or in connection with such supply.

(*b*) Clauses V, VI, VII, VIII, X and XI of the Schedule to the Act shall wherever necessary be read as expressly added to or varied to the extent set out in the proviso to Sub-clause (*a*) of this clause.

(*c*) The Licensee shall not supply electrical energy to any premises unless the owner or occupier of such premises shall have satisfied the Licensee that all work including repairs relating to electric wires fittings and apparatus on such premises has been carried out by or under the supervision of a licensed Electrical Contractor or such other person as may be approved by the Electrical Engineer to Government and Clause VI of the Schedule to the Act shall be modified accordingly.

6. *Systems of Supply.*—(1) Energy shall be supplied at standard pressure as laid down in the British Standard Specification provided that no supply of energy shall be given to any person at a pressure exceeding the limits of medium pressure without the express sanction of Government.

(2) The feeders, distributing mains, Electric Supply lines and service lines may be aerial or underground in whole or in part and shall be erected, constructed and maintained by the Licensee in strict conformity with the Act and the rules thereunder:

Provided nevertheless that the feeders, distributing main electric supply-lines and service lines in any specified streets or areas shall, if and whenever so required in writing by Government, be laid underground by the Licensee.

Provided that where overhead mains are used they shall nowhere be at a less height than 30 feet from the ground at any crossing or at any place where Taboots or Nandikols are likely to pass during the Mohurram and Nandikol processions respectively.

Provided also that nothing in this license shall authorise the Licensee to use overhead mains at any higher pressure than medium pressure without the sanction in writing of the Local Government in each case, and subject to any conditions or limitations which the Local Government may prescribe.

(3) Where overhead mains carrying alternating current are used, due precautions shall be taken by the Licensee to avoid any possible interference with the adjacent telegraph or telephone circuits due to inductive effects. The Power wires shall be suitably transposed where necessary.

(4) For the purpose of Rule 61 of the Indian Electricity Rules, 1922, the maximum wind pressure shall be taken as 12 lbs. per square foot.

7. *Limits within which the supply of energy is to be compulsory.*—(1) The Licensee shall, within a period of three years after the commencement of the License, execute works to the satisfaction of the Government of Bombay for the purpose of a continuous supply of energy throughout such streets or parts of streets as are mentioned in the first annexure and are coloured green on the deposited map.

(2) The Licensee shall also within a period of three years after the commencement of the license execute works within the area of supply described in Clause 4 above to the satisfaction of the Government of Bombay for the purpose of a continuous supply of

energy throughout such other streets or parts of streets as the Government of Bombay may by order in writing issued within two years from the date of the commencement of this license direct.

(3) The Licensee shall every six months submit reports to the Government of Bombay specifying progress made from the commencement of the License to the completion of works in the compulsory area.

(4) If the Licensee fails to comply with the provisions of sub-clauses (1), (2) and (3) the License may be revoked.

8. *Limits of Prices to be charged in respect of supply of energy.*—The prices to be charged by the Licensee for energy supplied by him shall not exceed those stated in that behalf in the second annexure, or in the case of a method of charge approved by the Government of Bombay in accordance with section 23, sub-section (3), of the Act, such maxima as the Government of Bombay shall fix on approving the method.

9. *Purchase of Undertaking.*—(1) The option of purchase given by section 7 of the Act shall first be exercisable on the expiration of thirty years computed from the commencement of the License and thereafter after the expiration of every subsequent period of fifteen years during the subsistence of this license. The value of all lands, buildings, works, materials and plant of the Licensee to be paid in accordance with the said section of the Act, shall be their fair market value, at the time of purchase, which shall be determined in case of difference or dispute, by arbitration due regard being had to the various matters mentioned in the first proviso set out in sub-section (1) of the said section 7 and there shall be added to such value ten per cent. on account of compulsory purchase under the second proviso set out in the same sub-section.

(2) In accordance with sub-section 2 (*d*) (ii) of section 3 of the Act, it is hereby declared that the generating station to be used in connection with the undertaking shall form part of the undertaking for the purpose of purchase under section 5 or section 7 of the Act.

10. *Assignment of License.*—At any time after the commencement of this license, the Licensee may, with the previous consent in writing of the Government of Bombay and subject to compliance with such conditions upon which such consent may be given, assign this license and transfer the whole of his undertaking in respect of which this license is granted (including all lands, buildings, works, materials and plant of the Licensee) to a Company formed and registered in accordance with the law for the time being in force, in British India or in Great Britain, having authority to take over this license and the said undertaking as the case may be, and to exercise the powers and perform the obligations given to or imposed upon the Licensee under this license and the Act and the rules under the Act and on such assignment and transfer, the rights, powers and authorities, obligations and liabilities of the Licensee shall be assigned and transferred to and shall be exercised by and shall attach to such Company as aforesaid.

THE FIRST ANNEXURE.

Compulsory Area.

List of streets and parts of streets referred to in clause 7 (1) of this license, through which the Licensees are to lay down or erect suitable and sufficient distributing mains for the purposes of general supply, within a period of three years after the commencement of this License :—

1. Tea shop road from building of Mr. Havaldar, Pleader, to Mission school corner.
2. Sidheshwar Temple Road from Girls' School to Mr. Nilkhandappa Sugandi.
3. Indi Road from Girls' School to Irappa Mamadpally Shop.
4. Station Road from Civil Hospital to Mr. A. R. Prabhu's House.
5. Godbole's Malla Road from N. G. Library to Gadgil's House.
6. Kabraji Bazar Road from Govindji Nahar Building to Junction, Indi Road.
7. Stationery Road from Kawjalgi Building corner to Junction, Indi Road.
8. Adat Bazar Road from Gurappa shop to Junction, Indi Road.
9. Adat Bazar Road from Shankarlalshet house to Junction, Indi Road.
10. Kirana Bazar Road from Sunmukhaya Swami's shop to Junction, Indi Road.
11. Cloth Bazar Road from Limaye's Building Shop to Junction, to Indi Road.
12. Saraff Bazar Road from old Theatre to Junction, Cloth Bazar Road.

THE SECOND ANNEXURE.

Maxima Charges.

Clause 1.—The term 'unit' as used in this annexure shall be deemed to mean the energy contained in a current of one thousand amperes flowing under an electromotive force of one volt during one hour.

Clause 2.—When the Licensee charges any Consumer on the basis of actual quantity of energy supplied, the Licensee shall be entitled to charge the Consumer at the following rates :—

(*a*) For lighting, fans and heating purposes at the rate of Annas eight per unit consumed (exclusive of meter rent of Rupee one per month per meter installed).

A minimum monthly charge exclusive of meter rent of Rupee one per meter will be made as follows :—

Up to 300 Watts connected load—Rs. 3 (Rupees Three).
For every additional 100 Watts load connected—Re. 1 (Rupee One).

(*b*) For Power and purposes, other than those specified in 2 (*a*) a fixed charge of Rupees five per mensem per Kilowatta of Load connected, plus Annas three per unit for the total number of units consumed during the month, exclusive of meter rent of Rupee One, per meter, per month.

Clause 3.—When the Licensee measures the quantity of current contained in the supply to a consumer, the Licensee shall be entitled to charge such consumer for electric energy according to the rates set forth in clause 2 of this annexure, the quantity of energy supplied to him being taken to be the product of the quantity of current as measured by meter and the declared pressure at the consumer's terminals.

Clause 4.—Unmetered energy shall be supplied for lighting to Bazaar, Shops at the rate of Rs. 2-12-0 per month per 32 Watt lamp connected and burning for not more than 5 hours a day, *i.e.*, from 6 to 11 p.m. *Pro rata* charges for higher wattage lamps.

Clause 5.—Without prejudice to anything contained in the above preceding clauses of this annexure, the Licensee may at any time enter into a special contract with the Municipality of Bijapur for a supply of energy to the Municipality upon such terms and conditions and at such rates, not exceeding the maxima charges above specified, as may, for the time being, be mutually agreed upon, provided that every such agreement shall have been previously approved by Government.

Dated this sixteenth day of September 1926.

Signed by order of His Excellency the
Right Honourable the Governor in Council,

K. S. FRAMJI,
Joint Secretary to Government.

By order of the Governor in Council,

K. S. FRAMJI,
Joint Secretary to Government.

433/36

10349

note on D-1

(R.D.) Submitted.

2- In G.R. no. 4800/27, dated 14-10-1932, Govt have given their consent to the transfer, by Mr. Abdul Kayum Gulamali, the licensee, of the plant, etc. of the undertaking in respect of the Bijapur tel. License by way of mortgage to the Union Bank of Bijapur and Sholapur Ltd. as security for a loan of Rs. 19,000/- paid by the said Bank to the licensee. Unless the licensee has paid off this loan and the undertaking in question reconveyed in his favour - the question of the proposed assignment of the license to the Bijapur tel. S. coy. Ltd cannot be proceeded with. An enquiry may therefore be made in the first instance as per draft put up for appl.

SRG
20-6-36

433/36
10349

G.O. No. 433/36-M.
P. W. D.
B.C., June 1936

To

Abdul Kayum Gulamalli, Esq.
Proprietor,
The Bijapur El. Supply Co. Ltd.
Bijapur

Subject:- Bijapur El. License:
Proposed assignment of

Dear Sir,

With ref to your letter no. G-201, S-28-5-36 on the subject mentioned above, I am directed by the Gen C. to invite attention to G.L. no. 4800/27-M, S. 3-11-1932 in which Govt. have given their consent to the transfer by you of the plant, etc. of the undertaking in respect of the Bijapur Electric License by way of mortgage to the Union Bank of Bijapur and Sholapur Ltd. as security for a loan of Rs. 19,000/- paid by the Bank to you. I am to enquire whether the loan has been paid off and the undertaking reëtransferred in your favour.

Yours faithfully,

SRL
20-6-36

ISSUED
24 JUN 1936

The Bijapur Electric License, ~~1926~~ 1936.

Govt.of Bombay.
Public Works Department.
Memo.of Consent No. 433/36, dated 1936

Under the provisions of sub-section (2) of section 9 of the Indian Electricity Act, 1910 (IX of 1910), the Governor in Council is pleased to consent to the assignment and transfer by Mr.Abdul Kayum Gulamalli, ~~Proprietor, the Bijapur Electric Supply, Bijapur~~ Contractor, Bijapur (hereinafter referred to as 'the said licensee') of the Bijapur Electric License, 1926 (hereinafter referred to as 'the said license') and of the whole of the said licensee's undertaking in respect of the said license (including all lands, buildings, works, materials and plant) by way of sale to the Bijapur Electric Supply Company, Ltd., a company registered under the Indian Companies Act, 1913 (VII of 1913), and having its registered office at *Bijapur in the Presidency of Bombay, subject to the performance by the said Bijapur Electric Supply Company, Ltd., of the obligations imposed upon the said licensee by or under the said license, the Indian Electricity Act, 1910, and the rules made thereunder:

* To be filled in.

Provided always that the consent hereby given shall not authorise any future assignment of the said license or transfer of the undertaking or any part thereof in respect of the said license, without a fresh consent in writing of the

Governor

Governor in Council.

B.P.R,
1-7-36
318

By order of the Governor in Council,

Secretary to the Government of
Bombay,Public Works Department.

1-7-36

note on 2

(M.B.) Submitted.

5-547

2. In the circumstances stated by the licensee there does not seem to be any objection to the proposed assignment of the license. The necy. draft memo. of consent is accordingly put up for approval. The El. Engr. to Govt. and the R.L.A. may see the papers u.o. The R.L.A. will pl. state whether the draft memo. of consent is in order from the legal point of view.

6/11

SRG
1-7-36

-2 JUL 1936

L. D.
4- JUL 1936

ELECTRICAL ENGINEER
TO GOVERNMENT
Inwd. no. 1032
2 JUL 1936
File No. 4 Plan 8
P. W. D. BOMBAY

U.O. To the El. Engr. & Govt
& the R.L.A. 2/7/36

Jour 1/7/36

JMP

RdR.

LEGISLATIVE DEPARTMENT
H. 5743
Subject
Received 4/7/36

Below U.O.R.No.433-36/11812 dated 2-7-1936, from Government in the Public Works Department.

L.Rm.S

No. 806 of 1936-37.

Bombay, 4th July 1936.

Seen and returned, with compliments.

Electrical Engineer to Govt.

P.

BJ9

Through:

The Remembrancer of Legal Affairs.

R. L. A's Office.

11

The draft memorandum of consent as slightly amended is in order.

S. Ravindhyanath
17-7

Offg. Remembrancer of Legal Affairs.

U.R.to P.W.D.,No. 4118 dated the 20th July 1936.

With Copy of Memo
Marked to Assoc. MRP.

PUBLIC WORKS DEPARTMENT
File No. 433/36
20 JUL 1936
Serial No. 12864

(M.B.) Submitted with the
necy. draft for appl.

SRG
21-7-36

MB
20.-7-36

433/36
12964

No.433/36-M.
P.W.D., B.C., 28th July 1936.

To

Abdul Kayum Gulamalli, Esq.,
Proprietor,
The Bijapur Electric Supply,
Bijapur.

Subject: Bijapur Elec.License,1926:
Proposed assignment of - .

Dear Sir,

With ref. to the correce.ending with your letter No.G.254, dated 27-6-36, I am directed by the G.in C. to state that Govt. propose to accord the necessary consent to the assignment of the license mentioned above in the accompanying form of memo. to be endorsed on the original license. I am to enquire whether you have any remarks to offer on the draft memo. When returning the draft, you are requested to ~~fill in~~ enter therein the place at which the registered office of the Coy. will be situated.

2. I am also to request that the original license in question may be forwarded to Govt. with your reply. The license will be returned to you after the memo. of consent has been endorsed on it.

Yours faithfully,

21-7-36

D.A.- Draft memo. refd.to.

G.J.P.
21-7-36

ISSUED
30 JUL 1936

23/7

24/7/36.

25/7

draft on D-3

Bijapur Electric License, 1926: Assignment to the Bijapur El. Supply Coy., Ltd., of the - .

Govt. of Bombay.
P. W. D.
Reso. No. 433/36.
B.C., 14th Aug. 1936.

Read G.N.No.3035, dated 16-9-26.

D-1 Letter from Mr.Abdul Kayum Gulamalli, the licensee, No.G.201, dated 28-5-36:-

(Enter)

Read G.L.No.433/36-M, dated 22-6-36, addressed to Mr.Abdul Kayum Gulamalli.

D-2 Letter from Mr. Abdul Kayum Gulamalli, No.G.254, dated 27-6-36:-

(Enter)

Read memo. from the El.Engr.to Govt., No.LRM.8/806, dated 4-7-36.

Read memo. from the R.L.A., No.4118, dated 20-7-36.

Govt. Letter No.433/36-M, dated 28-7-1936, addressed to Mr.Abdul Kayum Gulamalli:-

(Enter)

D-3 Letter from Mr. Abdul Kayum Gulamalli No.G.294, dated 4-8-1936:-

(Enter)

RESOLUTION.- The G. in C. is pleased to accord consent under section 9(2) of the I.E. Act, 1910 (IX of 1910), to the assignment to the Bijapur Electric Supply Coy., Ltd., of the Bijapur Electric License, 1926, which was granted under G.N.No.3035, dated 16-9-26. An endorsement in the following form should be made

on

n the original license:-

(Enter pp. 11-12 ante)

2. The Secy. to the G. of B., P.W.D., is authorised to sign on behalf of the G. in C. the engrossment of the Memo. of Consent to be endorsed on the license.

3. The following letter should be addressed to Mr. Abdul Kayum Gulamalli:-

"With ref. to the correce. ending with your letter No. G. 294, dated 4-8-36, I am directed by the G. in C. to return herewith the Bijapur Electric License, 1926, with the requisite memo. of consent endorsed on it and to request that its receipt may be acknowledged."

By order of the G. in C.

To

The G.D.
The Commr., S.D.
The P.M.G., Bombay Circle.
The S.E., S.C.
The Collr. of Bijapur.
The R.L.A.
The El.Engr.to Govt.
The Ex.Engr., El.Dn.
Abdul Kayum Gulamalli, Esq.
(by letter).

G.J.P.
8-8-36
3/1

GOVERNMENT OF BOMBAY.

PUBLIC WORKS DEPARTMENT.

Resolution No. 433/36.

Bombay Castle, 14th August 1936.

Read Government Notification No. 3035, dated 16th September 1926.

D-1 Letter from Mr. Abdul Kayum Gulamalli, the licensee, No. G. 201, dated 28th May 1936:—

"I the undersigned holder of an electric license named and styled as 'The Bijapur Electric License, 1926' for the supply of electric energy at Bijapur beg to inform you that I am desirous of assigning the said license and transfer the whole of the undertaking in respect of which the said license is granted by virtue of the powers secured to me under clause 10 of the said license to a Company that is formed and registered at Bijapur under the name and style of 'The Bijapur Electric Supply Company, Limited', under the Indian Companies Act.

I therefore beg to apply to your Honour for the grant of your consent for effecting the assignment of the said license and transferring the whole of the undertaking in respect of the said license as required under section 9, sub-sections (2) and (3) of the said Act.

For which act of kindness, I shall always be grateful.

I beg to enclose herewith a copy of the Memorandum of Association and Articles of the said Bijapur Electric Supply Company, Limited, for your information."

Read Government letter No. 433/36-M, dated 22nd June 1936, addressed to Mr. Abdul Kayum Gulamalli.

D-2 Letter from Mr. Abdul Kayum Gulamalli, No. G. 254, dated 27th June 1936:—

"With reference to your letter No. 433/36-M, dated the 22nd instant, I humbly beg to state that the plant, etc., of my undertaking was not transferred to the Union Bank of Bijapur and Sholapur by way of mortgage although Government were kind enough to accord their approval for doing so. The loan of Rs. 19,000 in question was then secured by me on my personal responsibility issuing a promissory note for the said amount. Out of this amount, Rs. 12,000 (twelve thousand) only were already returned to the Bank last year.

Under these circumstances, I humbly submit that the question of retransfer of my undertaking does not arise at present."

Read memorandum from the Electrical Engineer to Government, No. LRM. 8/806, dated 4th July 1936.

Read memorandum from the Remembrancer of Legal Affairs, No. 4118, dated 20th July 1936.

Government letter No. 433/36-M, dated 28th July 1936, addressed to Mr. Abdul Kayum Gulamalli:—

"With reference to the correspondence ending with your letter No. G. 254, dated 27th June 1936, I am directed by the Governor in Council to state that Government propose to accord the necessary consent to the assignment of the license mentioned above in the accompanying form of memorandum to be endorsed on the original license. I am to enquire whether you have any remarks to offer on the draft memorandum. When returning the draft, you are requested to enter therein the place at which the registered office of the Company will be situated.

"2. I am also to request that the original license in question may be forwarded to Government with your reply. The license will be returned to you after the memorandum of consent has been endorsed on it."

D-3 Letter from Mr. Abdul Kayum Gulamalli, No. G. 294, dated 4th August 1936:—

"With reference to your letter No. 433/36-M of the 28th ultimo, I beg to return herewith the accompanying form with the necessary entry duly inserted therein and to state that there is no objection to record the necessary consent in question.

The license in original is submitted herewith as desired and it is requested that the same may kindly be returned when done with."

RESOLUTION.—The Governor in Council is pleased to accord consent under section 9 (2) of the Indian Electricity Act, 1910 (IX of 1910), to the assignment to the Bijapur Electric Supply Company, Limited, of the

Bijapur Electric License, 1926, which was granted under Government Notification No. 3035, dated 16th September 1926. An endorsement in the following form should be made on the original license :—

"The Bijapur Electric License, 1926.

GOVERNMENT OF BOMBAY.

PUBLIC WORKS DEPARTMENT.

Memorandum of Consent No. 433/36, dated 1936.

Under the provisions of sub-section (*2*) of section 9 of the Indian Electricity Act, 1910 (IX of 1910), the Governor in Council is pleased to consent to the assignment and transfer by Mr. Abdul Kayum Gulamalli, Contractor, Bijapur (hereinafter referred to as ' the said licensee ') of the Bijapur Electric License, 1926 (hereinafter referred to as ' the said license ') and of the whole of the said licensee's undertaking in respect of the said license (including all lands, buildings, works, materials and plant) by way of sale to the Bijapur Electric Supply Company, Limited, a company registered under the Indian Companies Act, 1913 (VII of 1913), and having its registered office at Bijapur in the Presidency of Bombay, subject to the performance by the said Bijapur Electric Supply Company, Limited, of the obligations imposed upon the said licensee by or under the said license, the Indian Electricity Act, 1910, and the rules made thereunder :

Provided always that the consent hereby given shall not authorise any future assignment of the said license or transfer of the undertaking or any part thereof in respect of the said license, without a fresh consent in writing of the Governor in Council.

By order of the Governor in Council,

Secretary to the Government of Bombay,
Public Works Department."

2. The Secretary to the Government of Bombay, Public Works Department, is authorised to sign on behalf of the Governor in Council the engrossment of the Memorandum of Consent to be endorsed on the license.

3. The following letter should be addressed to Mr. Abdul Kayum Gulamalli :—

" With reference to the correspondence ending with your letter No. G. 294, dated 4th August 1936, I am directed by the Governor in Council to return herewith the Bijapur Electric License, 1926, with the requisite memorandum of consent endorsed on it and to request that its receipt may be acknowledged."

By order of the Governor in Council,

W. X. Mascarenhas.

(W. X. MASCARENHAS,)
Deputy Secretary to Government,
Roads and Buildings.

G. R. No. 433/36, P. W. D., dated the 14th August 1936. 2 folios

To

The General Department.
The Commissioner, Southern Division.
The Postmaster General, Bombay Circle.
The Superintending Engineer, Southern Circle.
The Collector of Bijapur.
The Remembrancer of Legal Affairs.
The Electrical Engineer to Government.
The Executive Engineer, Electrical Division.
Abdul Kayum Gulamalli, Esquire (by letter).

+ 8 a 9/9/36 49-36 + 4/9/36

No. of 1936.

Copy forwarded for information and guidance to

29/9

ISSUED
4. SEP. 1936

433/36

R.B. O.N.

The Canfield clerk will file retain the signed copy of the memo of consent for being kept with the original license and return the papers to Bch.

FR
7-9-36

To Canfield clerk.

The memo of Consent has been kept with the original license. But it is presumed that no Corrections are to be carried out therein. If so, the papers may be retained by the Br.

KR
7/9/36

MB
7/9

x The presumption is correct
RO

Rebar - 4/16/68

THE BIJAPUR ELECTRIC SUPPLY Co. LTD.
BIJAPUR.

No. G-332 of 1936.

Bijapur. 8th September 1936.

M. & S. M. Ry.

To,

The Deputy Secretary to Government,

P.W.D. Roads and Buildings, Bombay.

Subject:- Assignment of the Bijapur Electric License 1926 to the Bijapur Electric Supply Co., Ltd.

Sir,

We beg to acknowledge with thanks the receipt of the Bijapur Electric License 1926 duly endorsed by the Government and returned with your letter No. 433/36 M, dated the 4th of September 1936.

We beg to remain
Sir,
Your most obedient servant

N. K. Bohra

Manager,
For the Bijapur Electric
Supply Co., Ltd. Bijapur.

PUBLIC WORKS DEPARTM.
File No. 433/36
9 SEP 1936
Serial No. 15736

Record

14/9/36.

HIRALAL M. MEHTA & CO.
SOLICITORS.

TELE. No. 25730.

CAMA CHAMBERS,
MEDOWS STREET.

Bombay 31st August 19 37

To

The Dy.Secretary to the Government of Bombay,
Public Works Department,Secretariat,Fort,
B o m b a y.

Re:Bijapur Electric Supply Ltd.
and
Re:Bijapur Electric License of 1926.

Sir,

Under instructions from our clients the Bijapur Electric Supply Co.Ltd., we have the honour to address you as follows:-

We are instructed that the Bijapur Electric Supply Co.Ltd are desirous of borrowing a sum of Rs.60,000/- from Messrs. Jehangir Hormusji Cama and Kaikhushru Hormusji Cama, both of Bombay Parsi inhabitants, merchants, on the mortgage of the land, machinery,plant and other premises belonging to the Electric Company situate at Bijapur,at 6 per cent per annum, repayable within a period of 10 years.

We are instructed that your Department of the Government was good enough to grant the necessary consent No.433/36 dated 14th August 1936 for transfer of the license by the original Licensee to the Bijapur Electric Supply Co.Ltd.

We have, under the circumstances, to request you to be so good as to grant the necessary consent under Section 9(2) of the Indian Electricity Act, enabling the company to mortgag the undertaking and the premises belonging thereto as and by way of security for repayment of the loan to be raised in the manner stated above.

We

We shall be glad to furnish your Department with such other information on the subject of the proposed mortgage, as you may desire to have.

We have the honour to be,

Sir,

Your most obedient servants,

Solicitors, High Court.

PUBLIC ... PARTMENT
File No. 433/36
3 1AUG1937
Serial No. 16793

-2-

We shall be glad to furnish your Department with any other information on the subject of the proposed mortgage you may desire to have.

We have the honour to be,
Sir,
Your most obedient servant,

Solicitors, High Court.

(R.B.) Submitted.

2. The draft put up may issue in the first instance.

7-9-37

ISSUED
3. SEP. 1937

433/36
16793

No. 433/36-M.
P. W.
B.C. 14 Sep. 1937.

To

Messrs Hiralal N. Mehta & Co,
Solicitors,
Cama Chambers, Madan St,
Fort, Bombay.

Subject:- Bijapur El. Licence, 1926.

Dear Sirs,

With ref. to your letter S-31-8-37 on the subject mentioned above, I am directed to request that you will kindly furnish for the information of Govt. a copy of the draft mortgage deed to be executed between the Bijapur El. Supply Co, Ltd. and Messrs. J. H. Cama and K. H. Cama. The case will be proceeded with further on receipt of the same.

Yours faithfully.

SRG
7.9.37

S/9.

ISSUED
15. SEP. 1937

D.S.

RECORDED.

FILE CLOSED